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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT - SAN JOSE BRANCH

C 08 02927 PVT

Case No.:

COMPLAINT FOR DECLARATORY
RELIEF

BY FAX

UNITED VAN LINES, LLC

Plaintiff,

v.

HELENE GOLDSTEIN

Defendants.

STONE | ROSENBLATT | CHA
A PROFESSIONAL LAW CORPORATION
21550 OXNARD STREET, MAIN PLAZA - SUITE 200
WOODLAND HILLS, CALIFORNIA 91367

TO DEFENDANT AND HER ATTORNEYS OF RECORD:

COMES NOW Plaintiff UNITED VAN LINES, LLC; ("UVL"), and hereby files this
Complaint for Declaratory Relief against Defendant, HELENE GOLDSTEIN ("Goldstein"),
and DOES 1 to 10 (Goldstein and DOES will be referred to collectively, where
appropriate, as ("Defendants"), and allege as follows:

PARTIES, JURISDICTION AND VENUE

1. UVL, is a limited liability company, organized and existing under the laws of
the State of Missouri, with its principal place of business in Fenton, Missouri.
2. As of September 13, 2007, Goldstein was a resident of Pebble Beach,
California.
3. The residence and domicile of DOES 1 to 10 is currently unknown.
4. On or about September 4, 2007, Goldstein contracted with UVL for

1 transportation of her household goods and personal property through interstate
2 commerce from her residence at Bellingham, Washington to three locations in California.
3 The main portion of Goldstein's household goods and personal property was delivered to
4 Monterey Highway Self-Storage in Monterey, California. The remainder of Goldstein's
5 property was delivered to Extra Space Mini-Storage and to her residence in Pebble
6 Beach, California. Goldstein's move on or about September 4, 2007, was performed
7 pursuant to Uvula's Uniform Household Goods Bill of Lading and Freight Bill Nos. 165-
8 182-7 ("main load") and 165-182-7(a) ("overflow"). Copies of the operative Bills of Lading
9 for Goldstein's move are attached hereto, collectively, as Exhibit "A." The shipment was
10 received by Monterey Highway Self-Storage on September 12, 2007; and the shipment to
11 Extra Space Mini-Storage and Goldstein's residence was received on September 22,
12 2007.

13 5. As more particularly set forth below, UVL presents an actual controversy
14 within the meaning of 28 U.S.C. Section 2201 and within this Court's jurisdiction.

15 6. This Court has original federal question jurisdiction based on the rights and
16 liabilities of the parties under a contract for the interstate transportation of property
17 pursuant to the Carmack Amendment to the Interstate Commerce Act, 49 U.S.C. Section
18 14706. This action seeks remedies which require this Court to interpret the Carmack
19 Amendment, and UVL's applicable published tariffs as incorporated into the Bill of Lading
20 and published pursuant to 49 U.S.C. Section 13702(c).

21 7. Venue is proper in this judicial district pursuant to 28 U.S.C. Section
22 1391(b) in that a substantial part of the events or omissions giving rise to this controversy
23 occurred in this district.

24 GENERAL ALLEGATIONS

25 8. UVL is a motor carrier authorized by the Surface Transportation Board to
26 transport household goods in interstate commerce pursuant to the provisions of the
27 Interstate Commerce Act.

28

1 9. On or about September 4, 2007, Goldstein contracted with UVL for
2 transportation of her household goods and personal property through interstate
3 commerce. Goldstein's move was performed pursuant to Uniform Household Goods Bill
4 of Lading and Freight Bill Nos. 165-182-7 and 165-182-7(a), and UVL's duly published
5 tariffs incorporated therein by reference.

6 10. On or about September 5, 2007, UVL commenced performance of its
7 contract with Goldstein by loading Goldstein's household goods and personal property
8 into a moving van and transporting a portion of said goods in interstate commerce to
9 storage at Monterey Highway Self-Storage, located in Monterey, California. Goldstein
10 was present at the time a portion her property was delivered to Monterey Highway Self-
11 Storage on or about September 12, 2007. Goldstein did not make any notations or
12 exceptions of any damage or loss on the shipping documents, nor did she document any
13 change to the count or condition of her property at that time.

14 11. On or about September 22, 2007, UVL delivered the overflow portion of
15 Goldstein's household goods to Extra Space Mini-Storage in Monterey, California and to
16 Goldstein's residence in Pebble Beach, California. Goldstein was present at the time the
17 overflow property was delivered to Extra Space Mini-Storage and to her residence on or
18 about September 22, 2007. Goldstein did not make any notations or exceptions of any
19 damage or loss on the shipping documents, nor did she document any change to the
20 count or condition of her property at that time.

21 12. Subsequently, Goldstein admits that she hired another mover to access the
22 storage vaults and move items around within the vaults located at Monterey Highway
23 Self-Storage and/or Extra Space Mini-Storage prior to providing any notice to UVL of any
24 loss and/or damage claims.

25 13. On or about March 23, 2008, Goldstein presented a written claim for
26 damage and/or loss to UVL filed under the Bills of Lading Nos. 165-182-7 and 165-182-
27 7(a).

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14. UVL investigated Goldstein's claim and adjusted same based on the fact that the majority of her claim consisted of items for which no exceptions had been taken at the time of delivery, or were items moved by other unknown parties, or were goods packed by her and therefore UVL was not responsible for the reported damage to same. As to Goldstein's claim for damage to 20 planters, UVL issued a full and final settlement offer to Goldstein based on a weight of 120 pounds and the released rate valuation option of \$.60 per pound chosen by Goldstein as reflected on the Bill of Lading.

15. Goldstein subsequently retained counsel, who requested UVL to reevaluate its position by United paying his client \$20,000.00 on her claim. Counsel threatened that legal action may be taken if his client's claim was not resolved to her satisfaction.

16. It is clear that Goldstein's claim is in excess of \$10,000.00 and is comprised of damages in excess of United's responsibility based upon the released value provisions of the Bills of Lading, by UVL's published tariff, the Carmack Amendment to the Interstate Commerce Act, and Goldstein's inability to meet her Carmack Amendment burden of proof. Thus, it appears that Goldstein is intent on filing a Complaint with no merit under existing federal law.

REQUEST FOR RELIEF

17. UVL realleges the allegations of paragraphs 1 through 16 above as though fully set forth herein.

18. The Carmack Amendment, 49 U.S.C. Section 14706, exclusively governs the liability for loss, damage or delay of motor carriers providing interstate household goods transportation services within the jurisdiction of the Surface Transportation Board.

19. UVL is not liable to Goldstein for any purported loss or damage in excess of those damages permitted under UVL's Bills of Lading, published tariffs and under the Carmack Amendment to the Interstate Commerce Act (49 U.S.C. Section 14706).

20. UVL respectfully requests a declaration by this Court of the rights and liabilities of the parties under the Bills of Lading, UVL's published tariffs and the Carmack Amendment.

1 WHEREFORE, UVL respectfully requests this Court to:

2 1. Declare that Goldstein is not entitled to recover against UVL until, and
3 unless, she meets her burden of proof to establish a prima facie case of carrier liability
4 under the Carmack Amendment to the Interstate Commerce Act;

5 2. Declare that UVL is not liable to Goldstein under any state or common law
6 theory of recovery;

7 3. Declare that UVL is not liable to Goldstein for any damages or loss in
8 excess of that permitted by the Bills of Lading, UVL's applicable tariffs, the Carmack
9 Amendment, and that UVL is not liable to Goldstein for any damages for which Goldstein
10 is unable to meet her Carmack Amendment burden of proof;

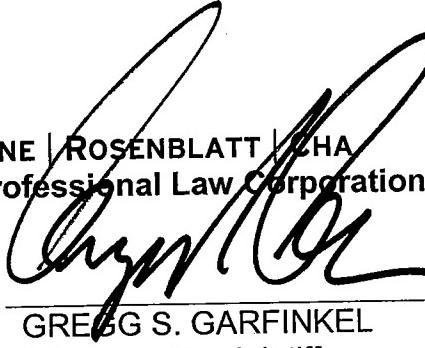
11 4. Declare that Goldstein's shipment was released to UVL at a released rate
12 declaration of \$.60 per pound, per article and therefore, Goldstein's ability to recover
13 damages, if any, is limited to the weight of the articles for which she can meet her
14 Carmack Amendment burden of proof, times \$.60 per pound, per article;

15 5. Award all costs of this action to UVL; and

16 6. Grant UVL such other and further relief as the Court believes just and
17 proper.

18
19 DATED: June 12, 2008

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21 STONE | ROSENBLATT | CHA
22 A Professional Law Corporation

23 By: 
24

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27
28 GREGG S. GARFINKEL
Attorneys for Plaintiff
UNITED VAN LINES, LLC

EXHIBIT A

